MODIFICATION # 2
TO
CONTRACT NUMBER VA-000920-USYS
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
UNISYS CORPORATION

This MODIFICATION #2 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth", or "DIT" (Department of Information Technology) and Unisys Corporation, hereinafter referred to as "Contractor". This Modification #2 is hereby incorporated into and made an integral part of the Agreement, or Contract, VA-000920-USYS.

This Modification #2 is effective upon execution by both parties.

Both above referenced parties hereby agree to amend Contract VA-000920-USYS as delineated below. This Modification #2 depicts the procedures identified to both parties, wherein once executed, the procedures may be followed by both parties for the addition of Services to said Contract.

Attachment A to this Modification #2, incorporated herein, is the Contractor form for identifying and requesting Services' addition to the Contract. Once executed by the Contractor and submitted to the SMS (Department of Technology Planning, Seat Management Section), or any other appropriate body as identified by DIT, the SMS will either approve or reject, at their (SMS) sole discretion, and if applicable, forward to DIT for final approval and execution, or in its (DIT's) sole discretion, rejection of the proposed addition to the Contract.

1. For any and every Service added to said Contract, via Attachment A, the following additional terms and conditions (Sections **A. or B.**) shall apply in every instance.

   A. For any Service except the addition of brand families for the fulfillment of a SEAT, or platform hardware:
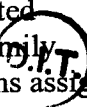
   1. For any Service added to subject Contract, the Services shall be available to all "authorized users" in every instance, for the life of the Contract to include all renewals thereof.

   2. Pricing for additional Service/s shall be mutually agreed to; any price increases for additional Services shall be maintained by the Contract in its current form.

   3. The Contractor agrees to update his web site to identify Services and pricing.

4. The Contractor shall not delete any Service, for the life of the Contract and any renewals thereof. THE CONTRACTOR HEREBY REPRESENTS AND WARRANTS THAT ALL SERVICES SHALL BE AVAILABLE TO ALL AUTHORIZED USERS FOR THE LIFE OF THE CONTRACT, AND ANY OTHER REPRESENTATION SHALL BE CONSIDERED A BREACH BY THE CONTRACTOR WHICH MAY BE REMEDIED BY IMMEDIATE TERMINATION OF THE AGREEMENT WITHOUT LIMITATION.

B. For any Service concerning the specific addition of brand families the following additional terms and conditions shall apply in every instance

1. For any brand family of hardware added, the price shall not exceed the lowest price of any brand family originally awarded. The price shall be a NOT TO EXCEED PRICE and shall never, in any circumstance exceed that price.
2. For any brand family of hardware added, the Contractor represents and warrants that the brand family shall be available to all "authorized users" during the remaining life of the Contract to include all renewals.
3. The Contractor shall not delete any brand family. The Contractor shall not substitute any brand family. For any extreme event wherein a brand family is not generally available, a Contract modification is required prior to removal of that specific brand family from subject Contract. THE CONTRACTOR SHALL BE IN BREACH OF THIS AGREEMENT FOR ANY INSTANCE WHEREIN ALL BRAND FAMILIES ARE NOT AVAILABLE TO ALL AUTHORIZED USERS. THE CONTRACTOR SHALL BE IN BREACH OF THIS AGREEMENT FOR ANY INSTANCE WHEREBY THE CONTRACTOR HAS DELETED A BRAND FAMILY WITHOUT **D.I.T.** THE PRIOR WRITTEN CONSENT, DOCUMENTED AS A MODIFICATION TO SAID CONTRACT, OF THE COMMONWEALTH OF VIRGINIA.
4. The Contract as represented by the Agreement and all modifications thereto and the Contractor may not represent more that six (6) brands at any one time, for the life of the Contract to include all renewals thereof.
5. The Contractor is required to identify the OEM web site for product pricing, availability and other information.
6. The Contractor shall provide enough information, to be attached to his submitted Attachment A, wherein the SMS can make the determination that the brand family submitted will meet or exceed the Commonwealth's performance specifications assigned to the specific designation, i.e., desktop general business, desktop engineering and scientific, or other.
7. The Contractor shall provide the exact same maintenance schedules as denoted in the SMSCOV Standards for any additional brand.
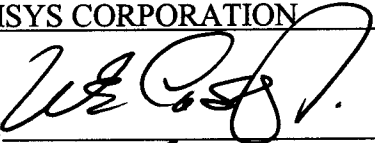
The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-000920-USYS and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED
REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT
AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY
THE TERMS AND CONDITIONS OF THE CONTRACT.**
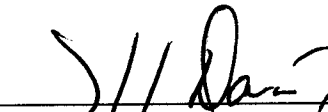

UNISYS CORPORATION

BY: _____

NAME: _W.E. CASEY, JR._

TITLE: _CLIENT RELATIONSHIP EXECUTIVE_

DATE: _July 5, 2001_

COMMONWEALTH OF VIRGINIA

BY: _____

NAME: _____Jeff Davis_____ (D.I.T.)

TITLE: _____Contracts Manager_____

DATE: _7-12-01_

CONTRACTOR'S PETITION

Requesting New Services be added to

Contract VA-000920-USYS

SMS Tracking Number _____
Modification # (Assigned by DIT)_____

Petitioner_____
Date _____

By executing this form, the Contractor, as identified in the above referenced Agreement, hereby requests the Commonwealth add the specific Service as identified herein, to Contract VA-000920-USYS.

Specific Service or brand family to be added:_____

The Contractor hereby represents and warrants that until such action as taken by the Commonwealth that results in the addition of the identified Service to the subject Contract, he (Contractor) shall not sell, represent that this action is imminent, or otherwise infer that the Service is forthcoming. Any addition of Service to the subject Contract is at the Commonwealth's sole discretion and is dependent upon an evaluation conducted by SMS, which is not limited by time. No Service shall be added to subject Contract until this form has been executed by the Contracts Manager or his designee, DIT.

Identify Pricing of Service:_____

Without equivocation, as evidenced by the signature below, the Contractor warrants that the above Service shall and will be available to all "authorized users" for the Term of the Contract, to include all renewals thereof and any other representation made by the Contractor shall be considered a breach of the Contract.
 (Contractor signature) _____

Additional Terms and Conditions, if any: (note: SMS or DIT may reject any petition based on the addition of extra terms and conditions)

_____

_____

_____

PETITIONER / CONTRACTOR   DEPARTMENT OF TECHNOLOGY PLANNING, SEAT MANAGEMENT SECTION

BY:_____   BY:_____

NAME:_____   NAME:_____

TITLE:_____   TITLE:_____

DATE:_____   DATE:_____

The Commonwealth hereby executes this Petition which effectively adds the identified Service / brand family noted above to subject Contract. This Petition is effective on the date noted below.

COMMONWEALTH OF VIRGINIA

BY:_____

NAME:_____Jeff Davis_____

TITLE:_____Contracts Manager_____

DATE:_____